

**WIRELESS INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT**

BETWEEN

SANDHILL TELEPHONE COOPERATIVE, INC.

AND

**BELLSOUTH PERSONAL COMMUNICATIONS, LLC d/b/a
CINGULAR WIRELESS**

TABLE OF CONTENTS

- I. Article I**
 - 1. Introduction**
 - 2. Recitals**
- II. Article II**
 - 1. Definitions**
 - 2. Interpretation and Construction**
 - 3. Scope**
 - 4. Service Agreement**
 - 5. Compensation**
 - 6. Notice of Changes**
 - 7. General Responsibilities of the Parties**
 - 8. Term and Termination**
 - 9. Cancellation Charges**
 - 10. Non-Severability**
 - 11. Indemnification**
 - 12. Limitation of Liability**
 - 13. Disclaimer**
 - 14. Regulatory Approval**
 - 15. Pending Judicial Appeals and Regulatory Reconsideration**
 - 16. Most Favored Nation Provision**
 - 17. Miscellaneous**
 - 18. Dispute Resolution**
 - 19. Attachments:**
 - A. Reserved For Future Use**

I. Article I

1. INTRODUCTION

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is effective as of the ____ day of _____ 2002, by and between Sandhill Telephone Cooperative, Inc. ("Sandhill") with offices at P. O. Box 519, Jefferson, South Carolina 29718 and BellSouth Personal Communications, LLC, d/b/a Cingular Wireless, a Delaware limited liability company ("Cingular") with offices at 5565 Glenridge Connector, Suite 1616, Atlanta GA 30342.

2. RECITALS

WHEREAS, Sandhill is an incumbent Local Exchange Carrier in the State of South Carolina;

WHEREAS, Cingular is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Services ("CMRS") and provides such service to its end user customers within the state of South Carolina;

WHEREAS, Sandhill and Cingular exchange calls between their networks and wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

WHEREAS, The Parties acknowledge that Sandhill is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f); By entering into this Agreement, Sandhill is not waiving its right to maintain that it is a rural telephone company and its right to maintain that it is exempt from Section 251(c) under 47 U.S.C. 251 (f) of the Act;

WHEREAS, Sections 251 and 252 of the "Act" as defined below, have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements; and,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sandhill and Cingular hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry as defined in the most recent version of Newton's Telecom Dictionary and as defined by the rules and regulations of the FCC and South Carolina Public Service Commission, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1 "Act" means the Communications Act of 1934, as amended, including the Telecommunications Act of 1996.
- 1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - (a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.
 - (b) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from an end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 1.4 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 C.F.R. Part 20.
- 1.5 "Commission" means the Public Service Commission of South Carolina.
- 1.6 "Effective Date" means the date first above written.
- 1.7 "FCC" means the Federal Communications Commission.

- 1.8 "Interconnection" Is as defined in 47 C.F.R. Section 51.5.
- 1.9 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS provider (with the exception of certain interstate interexchange services provided by CMRS carriers, which are subject to interstate access charges) or LEC that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.
- 1.10 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.
- 1.11 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Telecommunications Traffic in this Agreement.
- 1.12 "Local Access and Transport Area" or "LATA" Is as defined in the Act
- 1.13 "Local Service Area" means, for Cingular, Major Trading Area Number 6 (Charlotte-Greensboro-Greenville-Raleigh) and for Sandhill, its local calling area contained in Sandhill's then current General Subscriber Service Tariff.
- 1.14 "Local Telecommunications Traffic" is defined for all purposes under this Agreement Local Service Area traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by Cingular is a two-way Mobile Service. For purposes of determining originating and terminating points, the originating or terminating point for Sandhill shall be the end office serving the calling or called party, and for Cingular shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.
- 1.15 "Local Exchange Carrier" or "LEC" is as defined in the Act.
- 1.16 "Major Trading Area" or "MTA" means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202.
- 1.17 "Mobile Station" means a radio-communication station capable of being moved and which ordinarily does move.
- 1.18 "Mobile Switching Center" or "MSC" is a switching facility that performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to connect and switch trunk circuits within the wireless network and between the wireless network and the

public switched network for wireless traffic by a CMRS provider. An MSC can be the functional equivalent to an End Office Switch or a Tandem Office Switch.

- 1.19 “Non-Local Telecommunications Traffic” - Traffic that originates and terminates in different MTAs. Non-Local Telecommunications Traffic includes traffic that is rated as Local Telecommunications Traffic, based on the rate centers associated with the originating and terminating numbers, but originates and terminates in different MTAs.
- 1.20 “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (i.e., NPA/NXX-XXXX).
- 1.21 “NXX” means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.22 “Party” means either Sandhill or Cingular, and “Parties” means Sandhill and Cingular.
- 1.23 “Point of Interconnection” (“POI”) means that technically feasible point of demarcation where the exchange of Local Telecommunications Traffic between two carriers takes place.
- 1.24 “Rate Center” means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of telecommunications services.
- 1.25 “Reciprocal Compensation” means an arrangement between two carriers in which each receives compensation from the other carrier for the transport and termination on each carrier’s network of Local Telecommunications Traffic, as defined in Section 1.14 above, that originates on the network facilities of the other carrier.
- 1.26 “Telecommunications” means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.27 “Telecommunications Carrier” means any provider of telecommunications services (as defined in the Act), except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).
- 1.28 “Termination” means the switching of Local Telecommunications Traffic at the terminating carrier’s End Office Switch, or equivalent facility, and delivery of such traffic to the called party.

- 1.29 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network, and terminates to yet another provider's network.
- 1.30 "Transport" means the transmission and any necessary tandem switching of Local Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.31 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX).
- 1.32 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

3.1 This Agreement is intended, inter alia, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of Cingular and the LEC network of Sandhill

for purposes of exchanging Local Service Area Traffic, provided that the service provided by Cingular to its customer is two-way. Sandhill and Cingular do not agree whether Mobile Service, as defined in 47 U.S.C. §153(27), includes the provision of fixed wireless services and therefore disagree on the regulatory treatment applicable to exchange of such traffic. Cingular does not currently provide fixed wireless services in Sandhill's Local Service Area. Cingular agrees that it will provide Sandhill prior notice of its intent to launch fixed wireless services in Sandhill's Local Service Area. Upon Sandhill's receipt of such notice, the Parties agree to negotiate an appropriate agreement or an Amendment to this Agreement, which will address the exchange of such traffic.

3.3 Cingular represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. Area 6 (Charlotte-Greensboro-Greenville-Raleigh). Cingular's NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") 6699 in the state of South Carolina.

3.4 This Agreement is limited to Sandhill end user customers' traffic for which Sandhill has tariff authority to carry. Sandhill's NPA/NXX(s) are listed in the LERG under OCN 0546, in the state of South Carolina. This Agreement does not cover Cingular one-way paging service traffic.

3.5 The Parties agree that the exchange of traffic on Sandhill's extended area calling service (EAS) routes shall be considered Local Service Area Traffic. An NXX assigned to Cingular shall be included in any EAS optional calling scope, or similar program to the same extent as any other NXX in the same rate center. EAS routes are those exchanges within Sandhill exchange's Local Calling Area, as described in Sandhill's then current General Subscriber Service Tariff.

3.6 Traffic that is exchanged through an interexchange carrier (IXC) is not covered under this Agreement.

4.0 SERVICE AGREEMENT

Description of Arrangements: This Agreement provides for the following interconnection and arrangements between the networks of Sandhill and Cingular. Additional arrangements that may be agreed to in the future will be delineated in Attachment A to this Agreement. Type 2B interconnection and arrangements are based on existing rate center designation for Cingular's NPA/NXX(s), rate centered at Sandhill's Chesterfield exchange, as listed in the LERG. Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

4.1 Interconnection at Chesterfield: A two-way trunk group is provided and provisioned between Sandhill's Chesterfield Host End Office Switch and Cingular's point of presence in the Chesterfield exchange, with the POI designated at Sandhill's

Chesterfield switch. This trunk group is provisioned in connection with Cingular's NPA/NXX(s) rate centered at the Chesterfield exchange. Applicable tariff charges for establishing and provisioning these trunk groups are billed by Sandhill to Cingular, in accordance with Section 5.4.4, below. Cingular has also been assigned blocks of numbers ("Number Block") from Sandhill's Chesterfield switch.

A. Landline to Wireless:

1. Local Service Area calls from Sandhill customers to Cingular customers served by the Number Block or Cingular's NPA/NXX(s) rate centered at Chesterfield exchange shall be routed from Sandhill's Chesterfield switch to Cingular via the two-way direct trunk group.
2. Calls from BellSouth Telecommunications, Inc. – South Carolina ("BellSouth") customers in the Cheraw exchange to Cingular's customers served by the Number Block, that are routed to Sandhill's Chesterfield switch will be delivered to Cingular over the two-way direct trunk group. These calls are not subject to Reciprocal Compensation payable by Sandhill.

B. Wireless to Landline:

1. Local Service Area calls originated on Cingular's network within MTA #6 (Charlotte-Greensboro-Greenville-Raleigh) to Sandhill's customers shall be routed from Cingular's network via the two-way direct trunk group to the Sandhill's Chesterfield switch for termination by Sandhill to its customers, as appropriate.

4.2 Indirect Traffic to Sandhill: To the extent that Cingular and BellSouth, or Cingular and another LEC, have entered into or may enter into contractual arrangements for the delivery of Cingular traffic to Sandhill for Termination to Sandhill's customers (i.e., traffic that is not covered elsewhere in this Agreement), Sandhill will accept this traffic subject to the compensation arrangements as outlined in Section 5 below.

4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic originated by a Party and delivered to the other Party for termination to the network of a non-party Telecommunications Carrier ("Non-Party Carrier") may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, South Carolina state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, South Carolina state courts or federal courts. The Party performing such transiting function will bill the other Party the transiting charge, as specified in Section 5.3 below. In

order for Non-Party Carrier to bill the other Party for charges it is obligated to pay the Non-Party Carrier, the Party performing the transiting function must provide total minutes of transiting traffic terminating to the Non-Party Carrier. Cingular shall not perform a transiting function pursuant to this Agreement.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for Transport and Termination of Local Telecommunications Traffic as defined in Section 1.14 and is related to the exchange of traffic described in Section 4.1, 4.2, and in Attachment A, as applicable. For the purposes of billing compensation for Local Telecommunications Traffic, billed minutes will be based upon actual usage recorded, with the exception of traffic described in Section 4.2, where records/reports provided by the transiting carrier may be the basis for billing. If either Party does not have the capability to measure the traffic over the direct trunks, Parties may agree on an alternative method for billing such traffic. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated over the monthly billing period and rounded to a whole minute at the end of the monthly billing period. Billing for Local Telecommunications Traffic shall be based on the aggregated measured usage plus usage from reports provided by the transiting company less traffic that is Non-Local Traffic.

The rate for Reciprocal Compensation shall be \$ 0.016 per minute.

The Parties agree to revise this rate to Sandhill's cost based rate, developed in compliance with the FCC's pricing methodology. When such study is completed, Sandhill will provide Cingular a copy of the study for its review. The cost based rate will become effective thirty (30) days after the Parties reach an agreement that the cost methodology used complies with the FCC's pricing methodology in deriving the combined transport and termination rate.

5.2 Traffic Subject to Switched Access Compensation.

Parties agree that traffic rated and recorded as Local Telecommunications Traffic, may originate or terminate in another MTA, and therefore Non-Local Telecommunications Traffic and subject to Switched Access Compensation.

Switched Access Compensation is applicable to all Non-Local Telecommunications Traffic exchanged between Sandhill and Cingular, to the extent that such traffic is not handed off to an IXC. Cingular shall compensate Sandhill at Sandhill's interstate Switched Access rates for all such Non-Local Telecommunications Traffic.

5.3 Traffic Subject to Transit Compensation.

Transit Compensation is applicable to the traffic originated on Cingular's network and is routed to Sandhill over the two-way direct trunk group for delivery to a Non-Party telecommunications carrier as described in Section 4.3 above.

The rate for Transiting Compensation shall be \$ 0.005 per minute.

5.4 Calculation of Payments and Billing.

5.4.1 Sandhill shall compensate Cingular for Local Telecommunications Traffic that is originated by a Sandhill customer to Cingular over the two-way direct trunk groups, as prescribed and at the rate provided in Section 5.1, above. Cingular will compensate Sandhill for Local Telecommunications Traffic delivered to Sandhill for termination to its customers, as prescribed and at the rate provided in Section 5.1; for Non-Local Traffic exchanged between Cingular & Sandhill, as prescribed and at the rates provided in Section 5.2; and for Transit traffic as prescribed and at the rate provided in Section 5.3, above.

5.4.2 Sandhill shall prepare a monthly billing statement to Cingular which will separately reflect the calculation of Reciprocal Compensation, Access Compensation, Transit Compensation and total compensation due Sandhill. The following month, Cingular will then apply the actual measured traffic ratio or the agreed upon Traffic Factor listed below in 5.4.4 against the total Reciprocal Compensation charges billed by Sandhill to Cingular. Cingular will invoice Sandhill, on a monthly basis, Sandhill's proportionate cost reflecting the calculation of Reciprocal Compensation due Cingular.

5.4.3 Recognizing that Sandhill has no way of measuring the Non-Local Traffic, in the event that Cingular does not track the usage information required to identify the Non-Local Traffic originated or terminated by Sandhill, both Parties agree to use a default factor of 0% as an estimate of Non-Local Traffic. The actual recorded usage shall be the basis for billing, when available and verifiable.

5.4.4 Where Type 2B Interconnection facilities are used for two-way traffic exchanged between the Parties, the charges for such facilities provided by Sandhill shall be shared based on each Party's proportion of originating traffic to total traffic exchanged between the Parties, in accordance with this Agreement. Sandhill shall bill Cingular, on a monthly basis, for the entire charges associated with the facilities provided by Sandhill. The following month, Cingular shall apply the agreed upon Traffic Factor listed below to the total two-way interconnection facility charges billed by Sandhill to Cingular to calculate Sandhill's proportionate share of the charges associated with the Sandhill provided

facilities, for billing Sandhill. The parties agree to the Traffic Factor percentages below until Cingular and Sandhill perform traffic studies to determine more accurate Traffic Factors. In order for Cingular to measure traffic and perform such study, Cingular will order separate facilities in addition to the two-way facilities discussed above. Cingular will have full financial responsibility for the facilities needed to perform the traffic study. Once the traffic study is complete and agreed upon by both Parties, the Parties agree to revise the following traffic factors in writing and to true up billing for Reciprocal Compensation and facilities, not to exceed six months from the time the traffic study facility is operational. The Parties agree to review the Traffic Factor percentages on a periodic basis and, if warranted by the actual usage, revise the Traffic Factor percentages appropriately.

- | | | |
|----|----------------------|-----|
| a) | Landline to Wireless | 20% |
| b) | Wireless to Landline | 80% |

5.4.5 Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews will consist of any examinations and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

5.4.6 The reasonable cost of Special Data Extraction required by the requesting Party to conduct the audit will be paid for by the requesting Party. For purpose of this Agreement, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business.

5.4.7 If either Party utilizes a connecting LEC's facilities, in lieu of the direct trunk established, in accordance with Section 4 for exchange of Local Service Area, other than in event of emergency or temporary equipment failure, then that Party will reimburse the terminating Party for any additional cost incurred by the terminating Party for terminating and/or billing for such traffic.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

- 7.1 The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.
- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 7.4 Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.
- 7.5 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks, where it is technically feasible for both Parties. Use of a third party provider of SS7 trunks, for connecting Cingular to the Sandhill SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards.
- 7.6 911/E911 Each Party shall be responsible for its own independent connections to the 911/E911 network.
- 7.7 The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures.
- 7.8 Each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.
- 7.9 Sandhill will offer and provide to Cingular B8ZS Extended Superframe Format ("ESF") facilities, where available.
- 7.10 Sandhill will provide applicable alarm systems that are at a level of quality that is equal to that which Sandhill provides itself, a subsidiary, an affiliate, or any other party. At a minimum, Sandhill will design interconnection facilities to meet the same technical

criteria and service standards that are used within Sandhill's network. This provision is not limited to a consideration of service quality as perceived by end users, and includes, but is not limited to, service quality as perceived by Cingular.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Sections 13, the initial term of this Agreement shall be for one-year term ("Term") which shall commence on the Effective Date. This Agreement shall continue in force and effect thereafter, on a month to month basis, until replaced by another agreement or terminated by either Party upon (thirty) 30 days' written notice to the other.

8.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for the settlement amount, the Non-paying Party shall pay the full disputed or settlement amounts with interest commencing on the date the dispute was resolved at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

8.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's applicable law.

8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.2.4 Invoices shall be sent to:

Sandhill	Cingular
Sandhill Telephone Cooperative, Inc. P. O. Box 519 Jefferson, SC 29718	Cingular Wireless 5600 Glenridge Dr. Mail Code G301 Atlanta, GA 30342 Attention: Kathie Kerr Mgr. – Facilities Administration

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) Each Party shall comply immediately with its obligations as set forth above;
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

8.5 All charges under this agreement shall be billed within one year from the time the charge was incurred: previously unbilled charges more than one year old shall not be billed by either party, and shall not be payable by either party.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party shall accept terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed

to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

(4) Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

12.0 LIMITATION OF LIABILITY

12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.3 Except as otherwise provided in Section 11.0, no Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

13.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER.

ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as the parties may mutually agree based on requirements by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

15.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement

16.0 MOST FAVORED NATION PROVISION

In accordance with Section 252(i) of the Act, Cingular shall be entitled to obtain from Sandhill any Interconnection/Compensation arrangement provided by Sandhill to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

17.0 MISCELLANEOUS

17.1 Authorization

17.1.1 Sandhill Telephone Cooperative, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

17.1.2 Cingular Wireless is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

17.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

17.3 Independent Contractors. Neither this Agreement, nor any actions taken by Cingular or Sandhill in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Cingular and Sandhill, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Cingular or Sandhill in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Cingular and Sandhill end users or others.

17.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected. (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17.5 Confidentiality.

17.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 17.5.2 of this Agreement.

17.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

17.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

17.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the exclusive jurisdiction (primary or otherwise) of the Commission, the jurisdiction for all such claims shall be with the Commission, and the remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of South Carolina without reference to conflict of law provisions.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

17.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

17.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

17.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

17.10 Notices.

17.10.1 Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

Cingular

Cingular Wireless LLC
5565 Glenridge Connector
Suite 1616
Atlanta, GA 30342

Attn: Sr. Interconnection Manager

Sandhill

Sandhill Telephone Cooperative, Inc.
P. O. Box 519
Jefferson, SC 29718

Attn: **Evelyn Graham**

Phone Number: (843) 658-3434
Fax Number: (843) 658- 7700

With a copy to:

Cingular Wireless
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

Attn: Legal

With a copy to:

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

17.10.2 In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contact:

For Sandhill:

NOC Contact Number: 843-658-3471

For Cingular:

Contact Number: 800-298-3551

Before either party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other party shall use its best efforts to expedite the clearance of trouble.

17.10.3 Sandhill will process Cingular's maintenance requests at parity with the manner in which Sandhill processes its own maintenance requests or maintenance requests or its affiliates.

17.10.4 Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

17.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

17.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

17.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

17.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

17.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

17.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

18.0 DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.1 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such

communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.2 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

18.3 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with Section 4, 5, and 6) in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

**BellSouth Personal Communications, Sandhill Telephone Membership Corp.
LLC, d/b/a Cingular Wireless**

By: Michael P. VanWeelden By: Trvin B. Williams
Name: Michael P. VanWeelden Name: Trvin B. Williams
Title: Director - Wholesale Svcs. Title: General Manager
Date: 11/11/02 Date: 12/17/02

ok,
CWW

Attachment A

Reserved For Future Use